

## Appendix B: Employee Non-Solicitation

## **Version 1:** C. Clark (2010)

### **4. Non-Solicitation.**

Employee recognizes and acknowledges that his work as an employee of the Company creates a relationship of trust and confidence between the Employee and the Company. Employee acknowledges that this market is very competitive and that because of these factors and because of the Confidential Information and customer lists which the Company has purchased or developed that have been or will be obtained by or disclosed to Employee, as well as the access Employee has or will have to the Company's subscribers, customers, and accounts, Employee will abide by the following conditions during his employment and for a term of one (1) year after termination of employment, whether voluntary or involuntary. During this period, Employee will not:

- (a) Induce, attempt to induce, or assist any other person or entity to induce any employee of the Company to leave its employ;

## **Version 2:** Yoon (2013); Lella (2013); Wortham (2013); Safi (2015); Kotecki (2015)

### **4. Non-Solicitation/No-Service.**

Employee recognizes and acknowledges that his work as an employee of SHI creates a relationship of trust and confidence between the Employee and SHI. Employee acknowledges that this market is very competitive and that because of these factors and because of the Confidential Information and customer lists which SHI has purchased or developed that have been or will be obtained by or disclosed to Employee, as well as the access Employee has or will have to SHI's subscribers, customers, and accounts, Employee will abide by the following conditions during his employment and for a term of one (1) year after termination of employment, whether voluntary or involuntary. During this period, Employee will not:

- (a) Induce, attempt to induce, or assist any other person or entity to induce any employee of SHI to leave its employ;

## **Version 3:** El Batouty (2016)

### **5. Non-Recruitment of Employees**

Employee understands that other employees of SHI are bound by agreements similar to this Agreement, and Employee further covenants and agrees that during Employee's employment and for a period of one (1) year following termination of his employment with SHI for any reason. Employee will not, for himself or on behalf of any other person or entity, induce, solicit, or attempt to induce or solicit other employees of SHI to discontinue their employment with SHI.

## **Version 4:** Silberstein (2017)

### **5. Non-Recruitment of Employees**

Employee understands that other employees of SHI are bound by agreements similar to this Agreement, and further covenants and agrees that during Employee's employment and for a period of one (1) year following termination of his employment with SHI for any reason, Employee will not for himself or on behalf of any other person or entity, solicit or attempt to solicit other employees of SHI to discontinue their employment with SHI.

## **Version 5:** D. Clark (2019); Mulloy (2021); Monte (2022), Walker (2023); Ward (2022)

### **5. Non-Recruitment of Employees**

Employee understands that other employees of SHI are bound by agreements similar to this Agreement, and further covenants and agrees that during Employee's employment and for a period of one (1) year following termination of his/her employment with SHI for any reason, Employee will not for himself/herself or on behalf of any other person or entity, solicit or attempt to solicit other employees of SHI to discontinue their employment with SHI.